

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE 19 AUG 2003		4. REQUISITION/PURCHASE REQ. NO. N00383-01-X-3556	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U.S. NAVY NAVAL INVENTORY CONTROL POINT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111		CODE N00383		7. ADMINISTERED BY (If other than Item 6) CODE	
BUYER CODE: 0231.03 PHONE 215-697-5793					
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)				(✓)	9A. AMENDMENT OF SOLICITATION NO. N00383-03-R-AN99
				X	9B. DATED (SEE ITEM 11) 17 OCT 2002
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

TEXT OF CLAUSE NAVICPLA26 IS HEREBY INCORPORATED INTO THE SUBJECT SOLICITATION VIA THE ATTACHED PAGES. DATE FOR SUBMISSION OF THIS AMENDMENT AND/OR PROPOSAL REVISIONS IS EXTENDED TO 25 AUG 2003.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID C. GIOIA	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NAVICPLA26 - Dynamic Pricing Event - Procuri.com (JUL2001)

1.0 Price - Dynamic Pricing Event

Revised priced will be submitted during a competitive, anonymous, on-line reverse auction (Dynamic Pricing Event). The Dynamic Pricing Event will be conducted on (*). Offerors will be notified of the specific time prior to (*). Notwithstanding FAR 52.215-5, Offerors will submit revised pricing only through the online mechanism supplied by Procuri.com. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.

1.1 Prior to the Dynamic Pricing Event

Offerors shall submit initial price proposals to the NAVICP and complete the registration process through Procuri.com (<http://www.govauctions.procuri.com>) in accordance with the established procedures and guidelines. Procuri.com and/or personnel from the NAVICP will contact each offeror and provide training for the Dynamic Pricing Event (DPE). Additional information and instructions are provided in Attachment A.

1.2 During the Dynamic Pricing Event

Electronic offers shall be submitted by Offerors during the DPE period. Offerors, however, are not required to revise their initial pricing proposal during the DPE. This DPE shall constitute discussions with the offeror. The DPE will be conducted for a time period of (30 minutes). If an offer is submitted within the last (5) minutes of the time period, the time period shall be extended for an additional (5) minutes beyond the time of that offer (provided the offer was the lowest offer received). The time period shall be extended for additional (5) minute periods (up to an unlimited number of (5) minute extension periods) if a lower offer is submitted within the last (5) minutes. The Auction is considered closed when no further offers are received during the Quiet Period or extension period. The final price revision during the DPE will be considered the Offeror's Final Price Submission. The Contracting Officer reserves the right to award upon initial price proposals, and may elect not to conduct a DPE.

1.3 After the Dynamic Pricing Event

No price revision will be accepted after the close of the DPE, unless discussions are held and final proposal revisions are requested in accordance with FAR 15.307.

1.4 Agreement by the Offerors

Submission of a proposal in response to the solicitation will be considered consent to participate in the Dynamic Pricing Event and to reveal their prices in anonymity during the DPE. By participating in the DPE, offerors agree that the only knowing disclosure by the offeror of its price to any other offeror will be during the DPE. The offeror further agrees that disclosure by the offeror of its prices during the DPE shall not be for the purposes of restricting competition

* To be determined

Attachment A
Information for Submitting Revised
Pricing for Dynamic Pricing Events

1. **Procuri.com Interaction with Offeror:** Any and all Offeror interaction with Procuri.com is for the sole purpose of facilitating the Dynamic Pricing Event (DPE) and shall not be considered discussion with the Offeror within the meaning for FAR Part 15.

a. NAVICP or Procuri.com will (1) contact each offeror identified by the Contracting Officer to participate in the Dynamic Pricing Event (DPE), and (2) explain the process to such offerors.

b. In order for an Offeror to participate in the Dynamic Pricing Event (DPE), such offeror must agree with the terms and conditions of the entire solicitation, including this Attachment, and agree to the terms of the User Agreement, usage Guidelines, and Privacy Policy provided by Procuri.com during registration and included as Attachment B to the solicitation. Submission of a proposal in response to the solicitation will be considered such agreement by the Offeror.

c. Each offeror is an independent contractor with respect to Procuri.com. Each offeror agrees to release Procuri.com from any liability with respect to the DPE or the conduct of any participant in the DPE, regardless of whether such liability arises under contract, tort, or any other theory.

d. Offerors shall keep the passwords and other confidential materials provided by Procuri.com and/or the NAVICP, and all pricing provided by another party. Offerors shall keep their own pricing in confidence until after contract award.

e. Any offeror experiencing difficulties during a DPE must notify the Contracting Officer (0231.03) immediately. The Contracting Officer's telephone number at the Auction location will be made available during the DPE. "Difficulties" include any event or problem, which interferes with the Offeror's ability to participate in the DPE and may include, but is not limited to: data entry errors, software problems, or hardware problems. Offerors will have () minutes after a Lot goes into the "Post-Auction Period" status to notify the Contracting Officer of any problems. If the Contracting Officer judges that any offeror has been disadvantaged by a problem, Procuri.com and/or NAVICP will correct the problem and may reopen the DPE.

2. **Dynamic Pricing Event Connection:**

The Offeror shall be provided the opportunity to connect to the Procuri.com website (www.govauctions.procuri.com) via internet connection. Offerors will register for the scheduled event using the Procuri.com software solution. Offerors shall be responsible for (1) providing their own personal computers, and (2) connection of such personal computers to the telecommunications service used for each DPE via the offeror's Internet Service Provider (ISP).

3. Training:

a. NAVICP and/or Procuri.com will train designated employees of each offeror in telephone training sessions using "test auctions" and hard copy supplier User Manuals to familiarize the offerors' employees with the online auctioning system.

b. An employee of an offeror who successfully completes the training provided by Procuri.com and/or NAVICP pursuant to Paragraph 3.a shall be designated as a "trained offeror." Only trained offerors may participate in a DPE. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a "trained offeror." The Contracting Officer also reserves the right to take away the "trained offeror" designation from any trained offeror who fails to abide by the terms and conditions of the RFP, including this Attachment, and the Procuri.com User Agreement.

4. **Conduct of the DPE:** For the preparation and conduct of each DPE, Procuri.com and/or NAVICP will provide staff to handle all DPE related activities as follows:

a. Load all relevant DPE and technical parameters provided by the NAVICP into the online auctioning system;

b. Ensure that only invited Trained Offerors and designated NAVICP personnel have access to appropriate DPE information;

c. Authenticate the identities of all Trained Offerors and designated NAVICP personnel involved in the DPE and maintain password security within the online auctioning system;

d. Maintain a designated location and designated personnel to call with questions or technical problems before, during, or within a reasonable time after the DPE;

e. Establish and maintain a secure web-based online auctioning system;

f. Respond in a timely manner to Trained Offerors issues with software or connectivity;

g. Communicate any changes or adjustments to all Trained Offerors; and

h. Respond to Trained Offerors problems that might prevent participation.

Attachment B - User Agreement

Procuri.com has developed an on-line, easy to use, browser-based application to dynamically set prices for the procurement of goods and services. A complete description of the application may be accessed by clicking on the "Company Information," "Registration," "Our Services" and "Usage Guidelines" links from the procuri.com Home Page.

By registering and conducting business on this site, Users acknowledge that they have read, comprehended and agree to abide by the following Terms and Conditions including the Usage Guidelines. Users further evidence acceptance of the Terms and Conditions of this site by clicking "ACCEPT" at the end of this Agreement.

1. Disclaimer of Warranties

Procuri.com provides a limited service to achieve the most competitive price for the subject (goods or services) of the bidding process. Procuri.com does not have any ownership interest or control over the goods or services, which are the subject of the auction. Procuri.com is not a buyer or supplier of goods or services. Therefore, Procuri.com does not in any way warrant the quality of the goods, the delivery of the goods, the condition upon delivery and specifically denies any real or implied warranties of title, merchantability or fitness for a particular purpose. Procuri.com does not warrant and is not responsible to ensure that the goods are delivered or that the Supplier is compensated for the cost of the goods or services delivered. Procuri.com does not have a stake in the outcome of any auction other than that there is a successful close to the auction. Procuri.com also does not warrant the truth or accuracy of the RFQ or any bids made as part of the auction process. Use of the procuri.com web site and/or participation in any auctions on the procuri.com web site is done solely at the risk of the User.

In addition, procuri.com does not warrant that there will be a cost savings realized from use of the web site.

Procuri.com also is not responsible for any taxes, which may accrue as a result of the use of its site. Users are responsible for any taxes, tariffs or other fees associated with the transaction. Procuri.com is also not responsible for the calculation of any taxes or the reporting or remittance of any taxes to any taxing authority.

Procuri.com does not warrant that there will not be an interruption to the Internet or the other technical services, which allow the web site to be functional. It is fully understood by all Users that any such interruption may jeopardize an auction and thereby cause a business interruption. It is also possible that information provided by Users will be corrupted by viruses, worms, Trojan Horses or other corrupt information not known to be in the procuri.com web site. Procuri.com is not responsible for any such corruption.

2. Force Majeure

Procuri.com is not responsible for any lost revenue lost opportunity, or any other damages of any kind arising from disturbances, causes or other problems beyond its reasonable control including, but not limited to Acts of God or the actions of hackers.

3. Limitation of Liability

Procuri.com is not liable for consequential, incidental or punitive losses, damages or expenses including loss of profits, business opportunity, savings, goodwill or business interruption caused by use of the Procuri.com web site whether arising in contract, tort or otherwise. Users will indemnify and hold Procuri.com and its officers, directors, employees or agents harmless for any actions brought for a failure of the application or for problems with an auction conducted on the procuri.com site; for disclosure of any information provided; for failure of the sale or purchase of goods and/or services through use of this web site; for failure of Users of this web site to comply with the provisions of this Agreement or for the negligent or willful acts or omissions of Users of this web site.

4. Intellectual Property

Users receive only a limited license for use of the application during the course of the auction process. Users may not otherwise make use of the application. No conveyance of any patent, copyright, trademark, service mark, trade secret, trade name or any intellectual property right to Buyers or Suppliers is made or implied. Users shall not copy, modify, create derivative works, sublicense, transfer, sell or otherwise use or dispose of any procuri.com materials, ideas, process or any other work product.

5. Confidentiality

Procuri.com is aware of the confidentiality of the information provided by Users on its site. Procuri.com will take steps necessary under its Privacy Policy to protect the information Users also have access to information which is proprietary, confidential or both. All Users of the Procuri.com web site agree not to disseminate information learned through the RFQ process including but not limited to the proprietary information of other Users, information regarding RFQs, auctions, and other and other information regarding the Procuri.com application. Users agree that they will not copy, duplicate, alter, modify, create derivatives or publish any content from the Procuri.com web site or the proprietary information of any other User, without the advance permission of procuri.com. However, procuri.com will not be responsible for breaches of that confidentiality absent negligence on its part. In such case, Procuri.com will not be responsible for consequential damages, incidental damages or punitive damages resulting from such a breach in confidentiality.

6. Agreement

By using the Procuri.com web site and/or by taking part in any capacity in auctions conducted on the Procuri.com web site, Users are considered to have read, reviewed, understood and agreed to the terms of this Agreement including the Usage Guidelines.

Usage Guideline

The following web site Usage Guidelines apply to you and any authorized person of your company who has a user account for Procuri.com. These Guidelines and the User Agreement apply to both Buyers and Suppliers who intend to use the Procuri.com web site. These Usage Guidelines apply each time that you use the Procuri.com web site. When a User completes a User Registration on behalf of his or her company, the company accepts and agrees to be bound by these Usage Guidelines.

These Usage Guidelines may be changed at any time without notice to individual Users. Consequently, it is the responsibility of each user to read the Usage Guidelines on a regular basis to review and accept any changes to these Guidelines. Failure to comply with these Usage Guidelines will result in the company or their representative users or both losing the privilege to use the Procuri.com web site.

The Procuri.com web site accommodates two different auction formats. The first is the Standard Reverse Auction format. If the Buyer elects to utilize this format, Suppliers bid progressively lower prices to supply a pre-defined quantity of goods or services. The second format available on the Procuri.com web site is the Standard Bid/Ask Auction format. In this format, Suppliers can bid higher or lower prices based on market conditions and update or cancel their bid at any time. Buyers will identify which of these two formats they have selected in the RFQ, which will be communicated to the invited and approved Suppliers. In "Accepting" the User Agreement on the Procuri.com web site, which incorporates these Usage Guidelines by reference, Users (both Buyers and Sellers) are agreeing to the Guidelines relevant to the format chosen and identified by the Buyer in the RFQ for a specific procurement contract.

1. Company Registration.

Procuri.com is reserved for use by companies. Access to the web site by a company is permitted after Procuri.com receives and approves the company's registration information. Individuals or consumers are free to visit the public portions of the web site. However, only registered companies will be allowed to use and engage the services of the Procuri.com web site.

2. Company Master User.

Assuming the company registration is approved, Procuri.com will create a master user account for the company. The newly registered company must then designate an individual representative to be given the master user login credentials. The master user is responsible for establishing and maintaining user accounts on behalf of the company.

3. Company Users.

The master user for each company establishes individual user accounts. Each user must have his/her own login ID and password to access Procuri.com. The company as well as each individual user is responsible for ensuring that no user has access to the user ID and password of another user within the company. Only persons or organizations that purchase or supply goods and services for corporate use may register as a user of Procuri.com. Each authorized user that is established by the company to transact business on Procuri.com accepts and agrees to be bound by these Usage Guidelines as well as the User Agreement found elsewhere on the web site. It is the responsibility of the company to make each of its users aware of these Usage Guidelines and the User Agreement to which they are all bound. It is the company's responsibility to monitor usage of the web site by its authorized users to verify that these Usage Guidelines and the provisions of the User Agreement are followed. If the company identifies an infraction by one of its users the company is responsible for disabling the user's account immediately and for notifying Procuri.com.

4. Authority to Bind.

The individual who submits the registration on behalf of the company represents that he or she has the authority to bind the company to these Usage Guidelines and the User Agreement. The individual who operates the master user account shall also have the authority to bind the company for the purpose of entering into agreements with Procuri.com and with other Users of the web site. The master user maintains privileges for users allowing them to create Requests For Quotations (RFQs) and submit bids. The master user shall only provide these privileges to those users who have the authority to bind the organization to purchase or sale transactions. Other users authorized to use the system but not conduct transactions may be given viewing privileges.

5. Item Specifications.

Item specifications may be used once or reused for multiple RFQs. Master items may be stored on the web site, which include attached documents (i.e. MS Word or Excel). In addition, certain descriptive fields may be used to store item information. The Buyer is responsible for completely and accurately describing the item(s) that form the subject of the RFQ.

6. Approved Suppliers.

Buying companies invite their approved suppliers to submit bids for RFQs. Only invited suppliers are provided access to view RFQs or submit bids. Buyers are responsible for approving their invited suppliers. Buyers are able to register suppliers on Procuri.com by completing an online form containing the supplier's name, contact name, email address, mailing address and telephone number. The supplier is contacted automatically via email and notified that they have been invited to participate in online RFQ bidding. The supplier is required to complete their online registration and must accept Procuri.com's User Agreement, Usage Guidelines and Privacy Policy. Once the registration is complete, the supplier is given a User ID and Password to access the web site.

7. RFQs.

Buyers will place Request for Quotations (RFQs) with attached item specifications. (See Item Specifications) The RFQ constitutes an invitation to submit a bid and is accessed online by the Suppliers who have been invited to take part in a particular RFQ (See Approved Suppliers). Only invited suppliers are able to bid or view RFQ data. There are two types of RFQ's: Standard Reverse Auction and Standing Bid/Ask. The operation of these are described below.

7a. Standard Reverse Auction RFQ.

Within the Standard Reverse Auction RFQ, the Buyer establishes the parameters of the bidding process. These parameters include, but are not limited to: (1) RFQ post time; (2) open bid time; (3) close bid time; (4) extended bidding period and (5) whether proxy bids will be accepted. A bid by a Supplier is considered to be an offer to enter into a contract for the subject goods or services. If a bid is received which is below the reserve price, then upon the close of the bid period, it is considered that there has been an offer and acceptance and a legal contract for the purchase and sale of the goods or services is created. If the Buyer elects not to set a reserve price, then the Buyer is obligated to select a winner (or a winner is automatically selected under the automatic close option) at the close of the open bid time. At that time, a binding contract is created between the Buyer and the winning Supplier.

7b. Standing Bid/Ask Auction RFQ.

Within the Standing Bid/Ask Auction RFQ, the Buyer establishes the parameters of the bidding process. These parameters include, but are not limited to: (1) RFQ post time; (2) open bid time; and (3) close bid time. The extended bidding period is not applicable for this format. Proxy bids are also not accepted for this format. The buyer places a standing offer to purchase that includes the specifications goods or services. Invited suppliers are able to submit bids to supply the subject goods or services. A bid by a Supplier is considered to be an offer to enter into a contract for the subject goods or services. At any time after the bid is placed, the buyer has the right to accept or reject the suppliers offer. The buyer is under no time restrictions to either accept or reject a bid. The Supplier has the right to withdraw their bid from consideration at any time prior to the Buyer's acceptance of the bid. If the Buyer elects to accept the bid price it is considered that there has been an offer and acceptance and a legal contract for the purchase and sale of the goods or services is created. At that time, a binding contract is created between the Buyer and the winning Supplier. Shipment terms are decided upon by the Buyer and the winning Supplier.

8. RFQ Post Time.

The Post Time is when the RFQ is posted to the web site and it is available for viewing by invited suppliers.

9. Open Bid Time.

The Open Bid Time is the period during which invited suppliers are able to submit bids.

10. Close Bid Time.

The Close Bid Time is when the bidding period is scheduled to close. The actual close time will depend upon whether the Buyer has established in the RFQ that the Close Bid Time is subject to any extensions due to bidding activity. (Also see Extended Bidding Period.) Only bids made prior to the Close Bid Time will be considered. No consideration will be given to bids submitted after the RFQ bidding period closes.

11. Reserve Price. (Standard Reverse Auction Format Only)

The reserve price is only applicable to the Standard Reverse Auction RFQ described above. In a Standard Reverse Auction RFQ, the reserve price represents the maximum price the Buyer will agree to pay. If the Buyer has elected to set a Reserve Price, but no bid is received during the Open Bid Time which is below the Reserve Price, the Buyer is entitled to declare the RFQ closed with no winner and there is no contract for the sale of goods or services consummated.

12. Extended Bidding Period. (Standard Reverse Auction Format Only)

When the Buyer creates an RFQ, they may specify that the Open Bid Time is extended automatically if bids are received too close to the Close Bid Time. This establishes a requirement of a "Quiet Period." The Quiet Period is defined as the time between the last bid received and the Close Bid Time. The buyer specifies the length of the quiet period, the amount of time by which the Open Bid Time may be extended and the maximum number of extensions that may be granted. When a bid is received during the quiet period, the bidding period is extended from the time the last bid was received by the amount of the extension.

13. Proxy Bid. (Standard Reverse Auction Format Only)

When the Buyer creates an RFQ, they indicate whether Proxy Bids will be accepted. The Proxy Bid is an individual Supplier's lowest bid they intend to make. When Proxy Bids are accepted, the Supplier submits their lowest possible bid to the web site and the web site bids for them. The system will submit the highest bid that also retains a winning position. Each time the Supplier is outbid, a lower bid is submitted on their behalf until the Proxy Bid is reached. The value of a Supplier's Proxy Bid is not disclosed to Buyers.

14. Bid Increment.

The Buyer sets the bid increment.

15. Events.

Buyers and Suppliers are able to receive Event notifications via email. Users subscribe to receive Event notifications in their user profile. Suppliers are able to receive notifications when they (1) have been invited to an RFQ; (2) when another Supplier has outbid them; (3) when they have won an RFQ and (4) when they have lost an RFQ. Buyers are able to receive notifications (1) when bids are received and (2) when an RFQ has closed and after the winner is chosen.

16. Currency.

All bids must be in the legal currency of the United States of America.

17. Withdrawing Bids.

In a Standard Reverse Auction RFQ, no bid may be withdrawn after it is made. In a Standing Bid/Ask RFQ, suppliers may withdraw their bid at any time up until the time it is accepted by the Buyer.

18. Withdrawing RFQ's.

RFQs may be rescinded up until the point when the bidding period begins.

19. Winner Selection.

Winners are chosen automatically by the system or manually by the Buyer. When the Buyer creates an RFQ, they indicate how the winner will be chosen. When automatic selection is used, winners are chosen based on the lowest bid price. If the lowest bidder does not bid for the full RFQ quantity, the balance is automatically assigned to the next highest bidder. Assignments are made to successively higher bidders until the full RFQ quantity is allocated. When winners are chosen manually, buyers select winners according to their own evaluation criteria. Buyers may choose multiple winners and assign a unique quantity to each.

19a. Winners are chosen automatically by the system or manually by the Buyer. When the Buyer creates an RFQ, they indicate how the winner will be chosen. When automatic selection is used, winners are chosen based on the lowest bid price. If the lowest bidder does not bid for the full RFQ quantity, the balance is automatically assigned to the next highest bidder. Assignments are made to successively higher bidders until the full RFQ quantity is allocated. When winners are chosen manually, buyers select winners according to their own evaluation criteria. Buyers may choose multiple winners and assign a unique quantity to each.

19b. Winner Selection in a Standing Bid/Ask RFQ/

Buyers are able to accept or reject any and all bids. Buyers are able to select winners according to their own evaluation criteria. Buyers may choose multiple winners and assign a unique quantity to each. Buyers are also entitled to accept a bid for less than the full quantity bid by a prospective Supplier.

20. Offer in Good Faith.

Users may use Procuri.com only if they intend, in good faith, to conclude transactions through the Procuri.com web site. Should Procuri.com determine that a User is using the web site in a manner inconsistent with this requirement, we reserve the right to revoke that user's registration.

21. Accuracy of Information.

Procuri.com is a conduit for passing information between Buyers and potential Suppliers. Procuri.com does not assist in the creation or review of information that is passed between parties. Therefore, Procuri.com does not warrant the accuracy of information obtained on the web site. Each party is responsible for providing accurate and complete information. It is the responsibility of the parties to resolve disputes regarding information exchanged among one another.

22. Price Manipulation.

Buyers and/or Suppliers may not artificially manipulate the price of a transaction by any means. It is unacceptable to place bad faith bids, to use shills in the RFQ bidding process or to collude between a Buyer and any Supplier or Suppliers with the intent or effect of hampering the competitive bidding process. This is not intended to be an exhaustive list. Rather, Procuri.com retains the right to determine whether inappropriate bidding activity has taken place.

Privacy Policy

Users and visitors to <http://www.govauctions.procuri.com> are able to visit many areas of the web site without specifically revealing who they are or otherwise providing information about themselves. However, we collect domain names (but not email addresses) of all visitors to our web site to measure the number of visits, pages visited, average time spent on the web site, etc. We also collect e-mail addresses of those who send us e-mail messages so we can respond, if requested, and also to be able to improve the functionality of our web site. There are interactive services on the web site, which require identification and other information to facilitate the interactive function of our service. Users will have to register and provide the requested information in order to utilize these interactive portions of the procuri.com web site.

If you choose to provide us with personal information on the web site, for example, by registering with us, by participating in an online auction or by sending us an e-mail, you thereby agree to share that information with procuri.com and any subsidiaries, affiliates and business partners. We use personal identifiable information about you to improve our marketing and promotional efforts, to statistically analyze web site usage, to improve our content and to customize our web site's services, content and layout. We may also use your personal information to inform you of new services, changes or promotions. If you do not want us to send this type of information, please send us an e-mail requesting that this kind of information not be sent.

If you choose to utilize our web site by taking part in an auction either as a buyer or supplier, we will collect information about buying and selling behavior. We may also collect other Users' comments about you. In addition, if you conduct an auction on our web site, we use your address and billing information to bill you and provide associated support.

Procuri.com understands the importance of privacy and confidentiality to our customers as well as to visitors to our web site. Both buyers and suppliers will have to register on the web site and thereby provide information in order to conduct a successful auction. This information will include general identification information and credit information. Users may also be required to provide information, which could be considered proprietary. Procuri.com will not give, sell or otherwise disseminate such personal or confidential information, except as outlined above, in a manner in which the Users can be identified except as required by law or as necessary to conduct business on the procuri.com web site. Personal data about specific persons or companies is only provided to governmental agencies as required by law or regulation. Procuri.com will use anonymized information gleaned from registrations and from auctions conducted on our web site to provide better service to our customers. Procuri.com may also analyze the information including performing a trend analysis to better serve its customers. The information may also be used to comply with government regulations in all of the states, provinces and countries in which we do business.

As procuri.com collects and makes use of the information about its customers and the auctions conducted on its web site, we reserve the right to contract with other vendors to assist with this process. Procuri.com will only contract with vendors with the agreement that they will maintain the confidentiality of the information and they will be restricted from using the information for any reason other than providing a service to procuri.com customers. Telephone numbers and e-mail addresses of those conducting auctions on our web site will be collected in the event Users have to be contacted.

Cookies

Cookies are small text files, which a web site can send to a user's browser for storage on the hard drive. Cookies can make use of the web easier by saving status and preferences of Users with regard to a web site. However, by using cookies, information is potentially collected without the express knowledge of users. Most browsers are initially set to accept cookies but users can change the setting to refuse cookies or to be alerted when cookies are being sent. Procuri.com makes use of cookies to keep track of customer status as a logged on registered User of the procuri.com web site. Cookies may also be used to track information regarding a User's past history in order to provide better and more efficient services and functionality to that User. While refusal to accept cookies will not prevent the use of portions of the procuri.com web site, cookies must be accepted in order to logon the web site and ultimately conduct auctions either as a buyer or as a supplier.

Personal Information Related to Children

We do not intend to collect personal information from children who identify themselves as being under 18 years of age. Children should not provide personal information on this web site, and should ask their parents to submit a request on their behalf if they want to receive information related to this web site.

Security and Integrity of Information

Procuri.com treats information and data obtained from its operations as assets, which must be protected against loss or unauthorized access. Information security techniques are employed to protect confidential information from unauthorized access both inside and outside the Company. Access to customer information is limited to those procuri.com employees who have a legitimate business need for the information. To prevent unauthorized access, maintain data accuracy and to ensure the correct use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online. All of our on-line systems are protected by firewalls as well as 128 bit digital certificates for encryption. For more information on our security please see our security statement. Procuri.com accepts no responsibility for breach of its security or any consequential damages with regard to any information obtained from its operations absent negligence on its part.

Other Information Collectors

Except as otherwise expressly discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from Users. Our web site may include links to the web sites of our business partners or others. To the extent that you disclose your information to other parties, whether they are buyers or suppliers on our system or other sites through the Internet, you are subject to the privacy customs and policies of that third party. We are not sure whether these third parties have privacy policies similar to ours. Therefore, procuri.com cannot be responsible for the content or the privacy practices employed by any third parties.

Acceptance

Use of the Procuri.com web site signifies that you have read, that you comprehend and that you accept all provisions of the Procuri Privacy Policy. Procuri, Inc. intends to be an industry leader with regard to privacy on its web site. We also intend to monitor and comply with new privacy requirements as they are promulgated. Procuri.com reserves the right at its discretion to add to, modify, change or withdraw portions of its Privacy Policy without notice. Procuri.com recommends reviewing the Policy on a regular basis for changes.

Reviewing and Changing Your Personal Information

You have a right to access and correct your personal information as provided in the registration. You can review, update, or delete your personal information by sending us an email or by notifying us in writing at:

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